

---

<b>Status:</b>	Active Policy
<b>Effective Date:</b>	July 1, 2006 through June 30, 2008
<b>Revised Date:</b>	N/A
<b>Approved By:</b>	J. Stephen Fletcher, CIO
<b>Authority:</b>	<i>UCA §67-19-6.7; Utah Administrative Code R477-8-6(8)(c)</i>

---

## 9.1 PURPOSE

To establish consistent Department of Technology Services (DTS) policy and procedure for reporting and compensating employees that are required by management to be placed in an on-call status outside of their scheduled work hours.

### 9.1.1 Background

DTS employees are occasionally required to be on-call, or available to work, during times they are not normally scheduled to work. These employees are compensated for the time they are required to be on-call.

### 9.1.2 Scope

This policy applies to all employees of DTS.

### 9.1.3 Exceptions

None.

## 9.2 DEFINITIONS

### **On-call Time**

Time is considered “on-call time” only when an employee is required by management to be available for a call to duty but is otherwise able to move freely on personal matters.

### **Be Available**

An employee is required by management to be reachable (to be available) to work during a specified time frame of coverage for work beyond an employee’s regular work schedule. This requirement is to be stipulated in writing prior to being considered in an “on-call” status, consistent with procedures for on-call as identified within the Procedures section of this policy.

## 9.3 POLICY

9.3.1 DTS shall comply with all federal and State statutes and rules, policies, and procedures regarding the accrual and compensation for on-call time.

- 9.3.2 An employee required by management to be available for on-call time will be compensated at a rate of one hour for every 12 hours the employee is on-call. The employee shall record time as "on-call" on the employee's time sheet. On-call time reported shall be paid the following pay period. On-call time shall not be reported as hours worked.
- 9.3.3 Managers shall not tell employees to be available without formally putting them in an on-call status.
- 9.3.4 An employee who is not formally in an on-call status, but has been called back to work by management, shall be compensated for time worked, but is not eligible for, nor entitled to, on-call time compensation. To be eligible for on-call compensation an employee must have been required by management to be on-call and to complete the Utah Department of Technology Services On-Call Agreement.
- 9.3.5 An employee who voluntarily agrees to be reachable is not considered in an on-call status. This includes an employee who is provided State-issued equipment, such as a pager, cellular phone, and second telephone line or other means of communication. State-issued equipment is provided as a means of communication between the employer and employee and does not constitute on-call status for the employee, or a job requirement to be on-call as a condition of employment.
- 9.3.6 Time that an employee actually works during the scheduled on-call period shall be recorded in increments of 15 minutes as "hours worked." Time spent traveling to the job and back home by an employee who receives an emergency call during an on-call period to report back to work is considered working time.
- 9.3.7 On-call time and hours worked shall be recorded on the employee's time sheet corresponding to the day the on-call time was earned and/or hours were actually worked.

#### 9.4 PROCEDURE

It is management's responsibility to complete the following process prior to placing an employee in an on-call status:

- 9.4.1 Complete a signed up-front agreement between the employer and employee, stating that the employee is on-call based upon management's determination that there are legitimate agency operational needs and that the on-call designation is not an employment right or employee job entitlement.
- 9.4.2 Ensure that the employee is aware of the terms of compensation for employee time while placed on an on-call status.
- 9.4.3 Notify the employee in writing stating the specific time frame and number of hours the employee is to be made available during the on-call period.

- 9.4.4 Determine reasonable time periods for the designated on-call employee to respond to calls. The amount of time required by the employer for the employee to respond should take into account commute distance based upon geographic constraints.
- 9.4.5 Ensure that the employee is notified that he or she may be subject to disciplinary action for a breach of the DTS on-call agreement.
- 9.4.6 Review the up-front agreement for each employee who is placed in an on-call status for applicability, and sign a new agreement between the employer and employee when the terms and conditions warrant a change.
- 9.4.7 Monitor the use of the on-call status, including a determination of the frequency of calls per employee.
- 9.4.8 Compute on-call hours on a daily basis as follows:

The number of on-call hours, minus hours actually worked during the on-call shift, divided by 12, equals the number of on-call hours paid. The on-call hours entered onto the timesheet shall be rounded to the nearest two decimals. Hours shall not be calculated on a weekly basis. Hours actually worked during the on-call shift shall be calculated to the nearest 15-minute increment.

For example:

On-call hours scheduled	24
Hours actually worked if called in	<u>-5</u> (Record as time worked)
On call hours	19
DHRM Rule (1 hr. for every 12)	<u>÷12</u>
On-call hours earned:	1.58
Number of on call hours paid:	1.58 (Record as on-call)

## APPENDIX A: SAMPLE FORMS

The following form is for demonstration purposes only. Contact the Department Human Resources Technician for a current version.

---

### DOCUMENT HISTORY

Originator:	Larene Wyss, DTS HR
Next Review:	May 15, 2008
Reviewed Date:	June 14, 2006
Reviewed By:	Larene Wyss, DTS HR

**UTAH DEPARTMENT OF TECHNOLOGY SERVICES**  
**ON-CALL AGREEMENT**  
**January 2006**

EMPLOYEE NAME: \_\_\_\_\_ EIN \_\_\_\_\_

DIVISION/OFFICE: \_\_\_\_\_

SUPERVISOR NAME: \_\_\_\_\_

**AGREEMENT TERMS & CONDITIONS**

I hereby agree to be placed in an "on-call" status with the Department of Technology Services and understand that management has required that I make myself available to return to work during management specified dates and time frames.

My signature also denotes:

- 1) I acknowledge that I have freedom of movement in personal matters and that I am not being restricted to a specified location but have made myself available for call to duty.
- 2) I acknowledge that I will respond to a call or page within \_\_\_\_\_ minutes. If I am required to report to a specified work site, I will do so within \_\_\_\_\_ minutes.
- 3) I will be compensated at my regular hourly rate for "on-call time" at a rate of 1 hour for every 12 hours that I am in an "on-call" status.
- 4) All "on-call" time accrued shall be reported on my time sheet for the pay period in which it was earned. Any time actually worked during the "on-call period" will be deducted from the "on-call" time reported on my time sheet.
- 5) All time actually worked is to be reported on the State time sheet for the pay period in which it was earned. Any time actually worked during the "on-call period" is recorded in 15 minute increments as "hours worked."
- 6) Any breach of this agreement may result in disciplinary action.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date